GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

General Administration (I&PR) Department - Proposal for Empanelment of Print Media Creative Agencies for Government of Andhra Pradesh – Approved – Orders – Issued.

****

GENERAL ADMINISTRATION (I&PR) DEPARTMENT

G.O.RT.No. 792 **Dated: 06-05-2020**

Read:

From the Commissioner, I&PR, A.P, Vijayawada in
Lr. No. 001571/Advt.I/2020, dt 13.04.2020.

ORDER:-

In the reference read above, the Commissioner, I&PR has submitted that the Department of Information & Public Relations (DIPR) issues Display Advertisements on the Policies, Programmes and Welfare Schemes etc., of the State Government and Public Sector Undertakings with an objective to outreach the information to various sections of the people through various Media i.e., Print/Electronic/Social etc., Further, that the Department of Information & Public Relations maintains a list of newspapers approved for release of advertisements by empanelling acceptable news papers. Further, DIPR empanels only such newspapers which are found suitable for issuing advertisements of the Government of Andhra Pradesh. While empanelling newspapers, DIPR ensures the empanel newspapers are having readership from different sections of the society in different parts of the state/country.

2. The Commissioner, I&PR., A.P., Vijayawada has also submitted that for issue of Display Advertisements about the Policies, Programmes and Welfare Schemes etc., of the Government to the empanelled news papers, very creative and attractive designs have to be prepared in accordance with theme and subject for which services of creative (designers) agencies are very essential to the DIPR. Further, the Department of Information & Public Relations (DIPR) decides to maintain an empanel list of the best Creative (Designers) Agencies duly selecting them by calling Open Tenders. Hence, the Commissioner, I&PR has proposed to constitute an Advisory Committee for Empanelment, especially for this purpose to look after the selection procedure and finalization of tender process.

3. Therefore, the Commissioner, I&PR, A.P., Vijayawada has requested the Govt. to approve the draft request for proposal for Empanelment of Print Media Creative Agencies for Govt. of Andhra Pradesh.

4. Government, after careful examination of the proposal submitted by the Commissioner, I&PR, A.P., Vijayawada have decided and approved the proposal for Empanelment of Print Media creative Agencies for Government of Andhra Pradesh on the following:-

EMPANELMENT OF PRINT MEDIA CREATIVE AGENCIES

PREAMBLE:

The Department of Information & Public Relations (DIPR) issues Display Advertisements on the Policies, Programmes and Welfare Schemes etc. of the State Government and Public Sector Undertakings with an objective to outreach the information to various sections of the people through various Media i.e. Print /Electronic / Social etc.

(Contd.pg.2)

In this regard, the DIPR maintains a list of newspapers approved for release of advertisements by empanelling acceptable newspapers. DIPR empanels only such newspapers which are found suitable for issuing advertisements of the Govt. of A.P. While empanelling newspapers, DIPR ensures empanel newspapers having readership from different sections of the society in different parts of the state / country.

For issue of Display Advertisements about the Policies, Programmes and Welfare Schemes etc. of the Govt. to the empanelled newspapers, very creative and attractive designs have to be prepared in accordance with the theme and subject for which services of creative (designers) agencies are very essential to the DIPR.

Hence, DIPR decides to maintain an empanelled list of the best Creative (Designers) Agencies duly selecting them by calling Open Tenders. An Empanelment Advisory Committee specially constituted for this purpose shall look after the selection procedure.

1) EMPANELMENT SHALL BE DONE BY AN ''EMPANELMENT ADVISORY COMMITTEE'' :

The Empanelment Advisory Committee shall be constituted with four Members. Out of which, Addl. Director as a Chairperson and Joint Director (Advt.) as Member Convener and the remaining two Members may be nominated by the Commissioner, I&PR Dept., Vijayawada.

2) ELIGIBILITY CREITERIA FOR PRINT MEDIA CREATIVES (DESIGNERS) AGENCIES:

a) Agencies with the turnover of Rs.3 to 5 crore
b) Professional experience of at least 5 years in social sector advertising

3) SCOPE OF WORK OF THE EMPANELLED AGENCIES:

- Developing Creatives for print media (Design, Layout, Copy writing and colour scheme)
- Translation of printed creatives in Telugu, English and in other regional languages (without adaptation)
- Adaptation of creatives for Outdoor Publicity and Exhibition.
- Cover design and text layout for printed publicity.

4) AGENCY SHOULD HAVE THE FOLLOWING INFRASTRUCTURE:

- Well equipped Designing Studio
- Minimum (4) High Speed Computers (Laptop/Desktop) with latest designing tools like Photoshop, Corel Draw, Adobe Illustrator, Adobe After Effects, Creative Software, Telugu Software etc.
- High Resolution Monitor
- Monitor Calibrator
- Studio Camera
- A3 Size Color Printer
- Color Xerox Machine
- High Resolution Scanners

(Contd. Pg.3)

5) AGENCY PERSONNEL:

- The Agency shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific design work assigned by the DIPR and it is desirable from the Agency to deploy the personnel, who have adequate experience in creative works.
- The Agency shall give proof of its employees status and its creative team to DIPR during such period of the time of the contract.
- The Agency shall not change the team deployed for the work assigned without due intimation to DIPR.

- **The Agency should have skilled Man Power as detailed below:**

a. Minimum (2) Senior Designers having the knowledge of multi lingual i.e. Telugu, English as well as Hindi languages.
b. (1) Content Writer
c. (1) Translator (English to Telugu and Vice versa)
d. (1) Advertisement Executive (Having two wheeler)

6) FIXED DESIGNING AND TRANSLATION CHARGES:

a. DESIGNING CHARGES:

- **Rates for approved Designs:**

1. Upto 150 sq.cms. - Rs.5,000/-
2. Between 150 sq.cms. - 400 sq.cms. - Rs.15,000/-
3. Between 400 sq.cms. - 825 sq.cms. - Rs.20,000/-
4. Large size – Above 825 sq.cms. - Rs.25,000/-

- **Rates for 1st Runner Designs:**

1. Upto 150 sq.cms. - Rs.2,000/-
2. Between 150 sq.cms. - 400 sq.cms. - Rs.3,000/-
3. Between 400 sq.cms. - 825 sq.cms. - Rs.4,000/-
4. Large size – Above 825 sq.cms. - Rs.5,000/-

b. TRANSLATION CHARGES:

1. Upto 50 words : - Rs.350/-
2. Above 50 words : - Rs.500/-

- The approved rates shown in 6 (a) & (b) shall be valid for a period of two years and are extendable till next rate fixation.

7) VALIDITY PERIOD:

- The empanelment would be valid for a period of two years from the date of empanelment and extendable for further period based on the performance after evaluation by the Empanelment Advisory Committee.

- At the end of the two years empanelment, the empanelled agencies shall again apply afresh if the Government has not extended the contract period.

(Contd.pg.4)

8) CREATIVE DESIGNS EVALUATION:

- The CIPR or Advertisement Wing shall evaluate the creative designs submitted by the Empanelled Creative (designers) Agencies before the release to the print media. If the CIPR or Advertisement Wing suggests any alterations and improvements in those designs, concerned agency shall have to make designs accordingly.

9) REVIEW:

- DIPR would review the empanelment once in a year and it shall also seek fresh applications from those which are not empanelled.
- CIPR has the right to empanel provisionally any agency under the category which is deemed to be fit. The provisional empanelment would be valid till the next date of review. The review of the agencies shall also be carried out by the Empanelment Advisory Committee during which the committee is authorized to recommend CIPR either to reject or confirm the provisional empanelment. CIPR is also empowered either to accept any such recommendations on provisional empanelment or to reject such recommendations, after recording the reason for rejection.

10) PERFORMANCE ASSESSMENT:

i. If during execution of designing work, the following problems might be found, then a penalty of 2% of the work value per day (subject to maximum of 20%) may be imposed by DIPR.

   a) Delays in deliverables
   b) Not assigning adequate resources in time
   c) No engaging resources on a dedicated basis, even when required
   d) Assigning resources that do not meet the requirements as per the prescribed time or the quality of deliverable.

ii. If any delay causing severe inconvenience to the DIPR in issuing advertisement in time, DIPR may debar the Agencies for applying in its future empanelment also.

11) TERMINATION:

Under these terms and conditions, CIPR may, by written notice terminate the Agency in the following ways:

a) Termination by Default for failing to perform obligations under the Contract or in the event of non-adherence to time schedule.
b) Termination for Insolvency if the Agency becomes bankrupt or otherwise insolvent.
c) When information / Certificates / Documents furnished are found to be false at any stage.

In all above cases termination shall be executed by giving written notice to the Agency. No consequential damages shall be payable to the Agency in the event of such termination.

(Contd. Pg.5)

12) TERMS AND CONDITIONS:-

1. All documents relating to bid shall be in English only.
2. The details related to the eligibility criteria of the agencies, general terms and conditions and the prescribed application format (tender schedule) may be obtained from I&PR Department on payment of Rs.1,000/- (non-refundable). The mode of payment must be by means of demand draft drawn in favour of "Accounts Officer, I&PR Department" payable at Vijayawada.
3. The EMD to a tune of Rs.50,000/- (Rupees Fifty thousand only) should be accompanied by quoted tender in the form of "Account payee" Demand Draft in favour of "Accounts Officer, I&PR Department, Vijayawada". Tender not accompanied by EMD will be summarily rejected. No exemption is allowed in this respect.
4. The EMD will not carry interest. The EMD of the unsuccessful bidders will be refunded only after finalization of Tenders. The I&PR dept. shall not be responsible for any delay in refund of EMD due to any reason in finalizing Tenders ie. Administrative reasons/ Court Directions etc. The EMD of the successful bidder will be adjusted towards security deposit payable to the Department.
5. The bidder should submit the statement of financial turnover of the agency with minimum turnover of Rs. 3 crores to 5 crores of every year for the last three preceding financial years duly certified by the Chartered Accountant.
6. The tenderers shall also enclose the Income Tax Assessment certificate for the three preceding financial years issued by the Income Tax Department along with financial turnover of the all three years, otherwise the tenders will be summarily rejected.
7. Before submission of the tender, bidders are required to make themselves fully conversant with 'terms and conditions' and enclose the requisite documents in complete shape. After tenders are opened, no request for submission of missing documents will be entertained under in any circumstances.
8. The issue of tender schedules, last date for receipt of sealed tenders and opening time & date of the tender schedules by the tender committee in the O/o. Commissioner, I&PR Dept., 2nd Floor, NTR Administrative Block, APSRTC Complex, Vijayawada will be decided by the Commissioner.
9. In the event of the date specified for receipt and opening of tenders declared as an unscheduled holiday at a later date, the due date for submission of tenders and opening tenders will be on the immediate following working day.
10. The CIPR has full rights to reject / cancel / postpone the entire tender process without assigning any reasons.
11. All the documents attached with tender application must be signed along with office seal by authorized signatory of the agency.

(Contd. Pg.6)

12. Tenders received after the due date and time will not be considered. For any query or clarification, the interested agencies may meet the undersigned before submitting the tenders.

13. The agencies black listed by other government organizations / autonomous bodies will not be considered for empanelment. Any selected agency which hide the facts (if any) in this matter will be liable for legal action taken by the DIPR .

14. The CIPR reserves the right to reject any or all proposals. He also reserves the right not to include Bidder in the final short-list, if found to have furnished wrong details / documents at any point of time. CIPR has also full right to accept or reject the certificates / evidences produced by the Agency for empanelment without assigning any reasons.

15. At any time prior to the deadline for submission of proposals, DIPR may, for any reasons, modify the Tender Document by issuing an addendum. Any addendum thus issued shall become part of the Tender Document and will be communicated through e-mail to all purchasers of the Tender Documents and will also be posted on the website of the department. To provide reasonable time to the Bidders to take an addendum into account while preparing their proposals, the deadline for submission of proposals may be extended, at the discretion of the department.

16. The bidders should specifically mention all the details whatever applicable in Specimen Proformae being supplied by this department along with documentary evidences issued by concerned authorities.

17. In case of failure or refusal or delay leading to the withdrawal of work done by the empanelled agency, their EMD shall be forfeited.

18. The CIPR reserves the right to remove any such agency from the empanelled list, if the service provided by the Agency is found to be unsatisfactory or if the information provided for empanelment is proved to be false.

19. This empanelment would not in any way mean that DIPR would be paying any retainership fee or monthly consultancy charges or any other form of remuneration to the empanelled agencies except designing charges (on par with the rates approved by the Govt.,) for the approved designing works.

20. While the Creative work done for DIPR, the payment would be met from its own funds, for the creative work done for other departments, the payment would be made by the departments concerned basing on the submitted bills scrutinized by the DIPR.

21. For all kinds of production jobs, no advance payment shall be made. Payments will be made only after completion of each job satisfactorily and on submission of authenticated bills in the manner stipulated by DIPR / Govt. of A.P. The payment of bills will be made subject to availability of funds.

22. DIPR shall retain the absolute copyright and all such related rights including the rights for adaptations / translation, reproduction, alteration and archiving

(Contd. Pg. 7)

without any restriction of time period of all such creatives and their inputs which might be produced by the agency for issue of advertisements. Such creatives could be used in any future advertisements that the DIPR may consider appropriate.

23. The empanelled agencies by agreeing to these Terms and Conditions shall be liable for penalty as per the terms of this contract in the event of their failing to adhere to them.

24. Strict Confidentiality shall be maintained while preparing designs to be issued to Print Media as advertisements. Details of the designs and its content should not leak to Media until and unless DIPR issue those designs to Media as advertisements. Violation of this clause may resulting termination of contract without any notice.

25. The agency shall maintain all designs, visuals, artworks, copy, scripts etc. both in hard and soft copies for duration of the contract period and then submit the same to the DIPR. (if not already submitted)

26. The Agency shall not assign the design work to any other agency, in whole or in part, to perform its obligation under the Contract, without the DIPR's authorized representative's prior written consent.

27. The Agency shall be familiar and responsible for payment of all taxes and duties as per the rules framed by the Govt. / Local Authorities from time to time. All taxes like Fee / Levy / Cess imposed by the Govt., / Local Authorities shall be borne by the Agency except GST.

28. All the disputes shall be subject to the jurisdiction of Government of Andhra Pradesh High Court only.

5. The Commissioner, Information & Public Relations, A.P., Vijayawada shall take necessary action in the matter.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

T.VIJAY KUMAR REDDY
EX-OFFICIO SPL. SECRETARY TO GOVT(I&PR)

To
The Commissioner, I&PR, A.P., Vijayawada
Copy to:
PS to Hon'ble Minister (I&PR)
PS to Chief Secretary, Govt of Andhra Pradesh.
PS to E.O. Spl. Secretary to Govt (I&PR)
PS to Advisor (Communications)
The Publicity Cell, A.P. Secretariat, Velagapudi
SC/SF

// FORWARDED::BY ORDER //

SECTION OFFICER